

When you book with Barracudas there's an agreement between us. That agreement is based upon our booking conditions and other information such as our [Parent Guide](#) and [FAQs](#). No amount of words, however, are as effective as a good, open and honest relationship - that's what we want with you. Your expectations should be high, and we'll always aim to exceed them. If things go wrong, for any reason, we'll work hard to put them right - quickly and effectively.

### **1. Payment & Agreement**

The agreement between you and Barracudas begins at the point where a payment is made, whether in part or full, and is when these booking conditions apply from. This agreement is with you, as the person who made the booking, and you are responsible for ensuring any parent/carer relating to this booking are aware of, and accept, these booking conditions.

### **2. Payments**

We accept payment by credit/debit card, childcare vouchers and Tax Free Childcare. Unfortunately, we cannot accept payments by American Express, Paypal or cheque. There are no charges for credit/debit cards. All card details are encrypted and stored for use with future bookings. If you would prefer these details are not saved, please inform us at the time of booking. Credit notes are valid for 12 months from date of issue.

Balances due: Easter – Tuesday 1<sup>st</sup> March 2022, summer – Friday 1<sup>st</sup> July 2022 (Half term camp balances are due two weeks prior to the camp start date). If balance payments are not made by the due date, we may cancel the booking and retain your deposit. Card payment balances will be taken automatically on the due date unless alternative prior arrangements are made. All balances must be cleared before children attend camp. Bookings made after the due dates must be paid in full at the time of booking. Final Easy Payment Plan instalments due: Easter 1<sup>st</sup> March, summer 1<sup>st</sup> July (Half terms: 1<sup>st</sup> February, 2<sup>nd</sup> May and 3<sup>rd</sup> October).

### **3. Childcare Vouchers & Tax-Free Childcare**

Please allow up to 5-7 working days for Childcare Vouchers to reach us and use your Booking ID and child's name as a reference. If paying with Tax-Free Childcare, please enter the long reference number for this payment at the time of booking so we can identify and allocate the payment. If you do not have this reference number at the time of booking, please notify us of this by email within 24 hours of completing the booking. **If booking within 14 days of the booking start date you will be required to pay by a credit/debit card at the time of booking** and then be reimbursed once we receive your Vouchers/Tax-Free Childcare. For reimbursement, Childcare Vouchers/Tax-Free Childcare must be received by the end of October 2022.

### **4. Confirmation**

Your Booking Confirmation confirms what you have booked. Please check it, including **dates, location and child details**. Responsibility for all booking details lies with the person who made the booking. Consumer Rights - as you're booking a service with specific dates, the 14-day cooling off period does not apply, however if your confirmation is not what you expected please tell us within 5 working days, we'll change it if we can, or refund you if we can't. After 5 working days our normal cancellation and booking amendment terms will apply.

### **6. Offers**

Our pricing policy generally works on the basis that the earlier you book the better the price. However, from time to time we may have a special offer that will make the price cheaper than you paid.

## 7. Changing Weeks/Days

**With our 'Flex' booking option** you can change your dates within the same operating season, up to the last working day before each week, subject to availability. Prices may have increased however you will only pay the rate that the week or day you want to move to was at when you made your original booking.

**With a 'Non-Flex' booking**, you can change your dates within the same operating season, up to 21 days before your booking is due to commence, subject to availability. Please note this change will incur a price increase if the price of the week or day you want to move to has increased.

Please note with either a Flex or Non-Flex booking, if you have booked a full week, you cannot move individual days to another week unless you upgrade all of your days to 'Day Passes' and pay the appropriate price.

## 8. Cancellations and Curtailment (*\*For additional COVID-19 terms, please see Clause 10*)

**You will only receive refunds for cancellations if you have booked our 'Flex' booking option.** 'Non-Flex' bookings will not receive a refund or credit for any payments in part or full under any circumstances\*. Where the full balance has not yet been paid and part of a booking is cancelled, the deposit for this part will be retained and cannot be used as part payment towards the remaining balance of this or other bookings.

## 9. 'Flex' booking option

Our 'Flex' booking option is designed to offer customers full flexibility with their booking. The 'Flex' option should be selected at the time of making the original booking, however you can amend your booking to this option within 14 days of booking, but not less than 7 days before your child is due to start camp. You can select which week you'd like to 'Flex' your booking, but not individual days in the week. For complete flexibility we advise you select the 'Flex' option on all weeks booked. **With 'Flex' you may cancel, for any reason, up to the last working day before your child's first day in any given week** and you will receive back everything you paid except the 'Flex' cost, calculated at £4 per day.

With 'Flex', you may cancel part of your booking, but only full days if you have booked Day Passes and whole weeks if you have booked fixed weeks. If you need to cancel part of a week booking, the remaining days will be charged at the Day Pass rate. Refunds are not given on a pro rata basis for days cancelled from a week booking. If you have booked days/weeks as part of a multi week/day promotion, and then cancel one or more of the child/weeks/days, meaning the multi week/day price no longer applies, the price will revert to the single child/week/day rate.

## **Once your child has attended their first day in any given week, 'Flex' ONLY covers for illness**

Please notify the camp of the absence on the day. If you wish to make a claim for the missed day you will need to complete a 'Refund Form', which can be downloaded from our website under the FAQs. Email your completed form to [info@barracudas.co.uk](mailto:info@barracudas.co.uk) where we will review and process your claim within two weeks. We will firstly aim to make up any missed days later in the season if possible, or alternatively issue a credit note or a refund, depending on your preference, for the pro-rata amount, less the 'Flex' cost, calculated at £4 per day. Refund claims must be submitted to Central Office for consideration within 14 days of the last day of camp in the given season for which you require the refund.

**For curtailments for any reason other than illness**, (including Non Flex bookings) refunds, credit notes or extra days will not be given under any circumstances.

## 10. COVID-19

Barracudas will always follow the latest National and local guidance when operating its' activity camps and we request parents also follow the guidance in place whilst their children attend camp. If your child is displaying any COVID-19 symptoms, or has a positive test result, please follow isolation requirements and do not send children to camp. If your child has a positive test result and they attended camp within 5 days prior to this, please inform us. Should your child not be able to attend camp due to symptoms or testing positive for COVID-19, you will be able to claim a refund if you have the 'Flex' booking option. 'Non-Flex' bookings are not eligible for refunds or credit notes.

In the event of an outbreak at camp, we will implement our approved Outbreak Management Plan which may alter some of the camp operations/activities in line with local Public Health England advice.

In the event a camp cannot proceed, you will be notified immediately and receive a refund if you have a 'Flex' booking or a credit note if you have a 'Non Flex' booking.

### **11. Photography / Video footage**

We may take photographs and video footage at camp to use for training and promotional purposes. Where possible, we will post photos to our social media platforms for you to view, but please note we cannot guarantee your child will appear on these. To exclude your child, we must be informed via the Essential Information form before your child begins at camp.

### **12. Health and Safety**

At the time of booking, it is the responsibility of the parent/guardian to supply us with full information relating to the child's physical and mental health, including an EHCP if the child has one. In order to maintain appropriate standards of health and safety, if your child has additional needs you will need to discuss these with us in advance of booking to ensure our staff can fully support your child. (See also Clause 15 re: staff ratios). Children with certain medical, physical or behavioural conditions or those who cannot demonstrate the required skill to take part safely may not be able to participate in some activities. We have a duty of care to ensure we can keep children safe at all times, so where English is not the child's first language, they must have a suitable level of understanding to ensure they can follow instructions from staff to keep themselves and others safe and communicate if they are unwell/injured.

To help prevent the spread of illness/disease, children must not attend camp if they are ill or infectious or been in contact with someone who has recently been diagnosed with an infectious illness/disease.

### **13. Your Child's Information**

**At the time of booking** full and accurate information about the child's DOB, medical, physical or behavioural needs, or any other additional needs, must be provided. Failure to do so may result in the child being excluded from certain activities. In some circumstances we may have to cancel the booking and no refund will be paid.

**Before your child's first day at camp** each season an Essential Information form must be completed online via your account. We **cannot** accept children onto camp if this form is not completed. All information given will be treated in complete confidence.

### **14. Child Protection**

Barracudas' staff have a duty to respond if they suspect a child may be suffering from or makes a disclosure about abuse. In this event staff will contact the relevant local authority and act on their advice.

### **15. Staff Ratio**

Barracudas' ratio of staff to children exceeds all statutory requirements. The actual ratio varies between activities, age groups and camps. Barracudas does not offer any higher staff:child ratio than 1:8, irrespective of any child's specific needs.

### **16. Liability and Personal Property**

Barracudas does not accept liability for personal injury or the death of any person unless directly caused by the proven negligence of the company or its servants, in this event our liability insurance provides cover of up to £10 million. Barracudas will not take responsibility for the loss or damage of any items of personal property brought onto the camp and neither the 'Flex' booking option nor our insurance covers personal items. Our [Parent Guide](#) contains further information about what should/not be brought to camp (including mobile phones) and details our Lost Property Policy.

### **17. Exclusions and Late Collection**

Barracudas reserves the right to decline/cancel a booking or exclude any child for any reason at its absolute discretion if the behaviour of the child is considered to be dangerous or inappropriate. No refund

will be made for days missed and no compensation will be made for any other costs or losses incurred as a result. Please note: exclusion may also result due to persistent late collection. (We are only registered to have children on site until 6pm.) Where children are collected after 6pm we will automatically apply a 'Late' fee of £5 per 5 minutes to your account.

### **18. Programme and Activities**

From time to time we may need to amend our activities, services, dates and venues for reasons within or outside our control, for example, (but not limited to) fire, natural disaster, health outbreak, infection management, pandemic restrictions, staff shortages, strike, riots, acts/threats of terrorism, war, etc. In these circumstances, parents may choose to transfer to another Barracudas site and/or alternative dates as advertised at that time by Barracudas, subject to other conditions contained herein. Under no circumstances will there be a refund or compensation. Please note that not all activities appear on the timetable daily, therefore if you are booking individual days, we cannot guarantee specific activities on specific days. Please note there may be changes in the timetable due to COVID-19 guidance and restrictions in place at the time of camp.

### **19. Surcharge**

Barracudas reserves the right to surcharge published prices if there is an increase in the rate of VAT above 20% prior to the commencement of the holiday.

### **20. Policies and Procedures**

Copies of Barracudas' approved policies and procedures are held at camp and Central Office and are available on request.

### **21. Complaints**

Barracudas is committed to ensuring every child has such an amazing experience they can't wait to come back. If you or your child are not entirely satisfied with the service we provide, then we want to be the first to know. If there's a problem while your child is still at the camp, we can almost always resolve it. We cannot change the situation after the event, so please talk to the Camp Manager promptly if you have any complaint. If your child is still at camp and the problem persists, please contact our Central Office Team. If the problem is still not resolved, please write to our Central Office within 10 days of your child's last day with us. You can be assured that your complaint will be taken very seriously. In the unlikely event your complaint is still unresolved, you may wish to contact Ofsted on 0300 123 1231 or write to Ofsted, Piccadilly Gate, Store Street, Manchester, M1 2WD.

Refunds and compensation will only be made if Barracudas is proven to have been in breach of these terms and conditions, and it is proven further that they were not capable of remedying that breach and as a result the child was withdrawn from the camp. Please note: verbal abuse of office or camp staff will not be tolerated and bookings cancelled with immediate effect.

### **22. Data Protection**

Barracudas acts as a Data Controller for the purposes of the GDPR. To process your booking, we need to collect personal details about you and all the children on your booking. It is your responsibility to ensure that you have permission to pass on these details. Additionally, we'd like to hold and use some of your details for future marketing purposes (full details of how we may use your data are available in our [Privacy Policy](#)); we'll ask for your consent to this when you register your details with us.

Details contained within these booking conditions were published in good faith in November 2021 for the 2022 seasons.

***Barracudas is the trading name of Young World Leisure Group Limited (Registration no: 2764956)***